

# **CMCS Content Provider Agreement**

Version 1.0

## **Introduction**

Welcome to the pilot Collaboratory for Multi-scale Chemical Sciences (“CMCS”) Service. These Terms of Service govern the use of the CMCS Service as a Content Provider (“CP”). CMCS reserves the right to modify this agreement at any time without prior notice. CP will be given the opportunity to accept these modifications as a condition of continued use of the CMCS Service; if CP declines, CP’s account will be terminated and CP’s Content will be removed from the CMCS Service. CP use of the CMCS Service constitutes acceptance of these Terms of Service and creates a binding legal agreement, so please read them carefully.

## **Description of Service**

The CMCS Service is controlled and operated by the M&O contractor operating Sandia National Laboratories (“SNL”) herein after known as CMCS, for the purpose of supporting research in chemical science (the “Purpose”). CMCS currently offers users access to a range of technical data and application services, including data storage, annotation and translation services, communications tools, notification services, and project management tools (collectively, the “CMCS Service”).

## **Successor In Interest**

CMCS may transfer control and operation to a third party, not at Sandia National Laboratories, at the discretion of Department of Energy (“DOE”). In the event of such a transfer, CMCS will provide reasonable advance notice to the users of CMCS by posting on the CMCS website. Upon the conclusion of a transfer to a site other than SNL, CMCS will have no further responsibilities regarding control and operation of the CMCS Service.

## **Registration Obligations**

Each CP must provide accurate, current and complete information on the CMCS Service’s registration form. Each CP will have an account designation and password, and is responsible for maintaining its confidentiality and is liable for all activities occurring through its use.

## **Privacy and Security**

The usage of the CMCS Service is subject to the CMCS Security and Privacy Policy, which may be viewed here:

<http://cmcs.org/placeholder-for-link-to-security-policy>

## **Content**

All information, data, documents, software, graphics, photographs, sound, video, messages or any other materials whatsoever (collectively, “Content”), whether publicly

posted or privately transmitted, are the sole responsibility of the CP from which such Content originated. CP must have the legal right to authorize CMCS to post the Content that is shared. CP is responsible for any claims of infringement that may arise as a result of CMCS posting CP Content and for taking appropriate steps to protect intellectual property rights. The identity of the CP will be posted and contact information will be provided in the posting as specified by the CP.

CMCS is not responsible for the content of any data posted and does not have any obligation to monitor such content for any purpose. All content provided by a Content Provider remains the sole responsibility of that CP, not DOE, CMCS, or SNL.

CMCS shall have no obligation to pre-screen or review Content. CMCS reserves the right, in its sole discretion, to refuse to post content or to delete any posted content.

### **Intellectual Property Rights**

As part of the Provided Content, CP is free to assert rights in Content, such as copyright and patents. CP ownership rights to Content will not be modified through any change to this Agreement.

Content that is openly accessible by anyone, as specified by the Content Provider via the use of CMCS Service access control mechanisms, is defined as “Public Content”. CP grants to CMCS a non-exclusive, royalty-free, world-wide license to copy, distribute, and display CP’s Public Content for the sole purpose of sharing such Content. Content that is not Public Content is not subject to this license. This license will terminate at the time CP or CMCS removes Public Content from the publicly accessible areas of the CMCS Service. Anyone may use CP Public Content for scientific research purposes, unless otherwise noted in the documents the CP provides. The CMCS user shall be advised to contact the provider of data regarding greater rights such as for commercial use or publication.

CMCS, SNL, and the United States Government claim no additional rights beyond any rights otherwise held for any Content in the CMCS Service. Specifically, for all Content that is not Public Content, CMCS has no rights assigned by this Agreement.

### **Export Control**

CP understands that materials and information contributed may be accessed by other service users from other countries. Each party is responsible for its own compliance with its country’s Export Control Laws before contributing such data to CMCS. This provision applies equally to contributed tools, translators, utilities and/or other such equivalent mechanisms.

### **Termination**

CMCS may terminate a CP account at the discretion of CMCS.

Termination of CP access to the CMCS Service may be effected without notice and, on such termination, CMCS may immediately deactivate or delete a CP account and/or bar any further access to Content and to the CMCS Service. CMCS shall not be liable to any

CP or other third party for any termination of that party's access or account in accordance with this document.

CMCS or its successors may terminate the CMCS Service upon reasonable notice.

### **Trademark**

The "Collaboratory for Multi-scale Chemical Science" and "CMCS" are trademarks of CMCS or its successors. You are not entitled to use these trademarks without the express permission of CMCS, its successors or designees of the Department of Energy.

### **User Feedback**

The CMCS respects the concerns of its Users. If you have any comments or issues with the CMCS Service, please contact the CMCS directly at [cmcs@cmcs.ca.sandia.gov](mailto:cmcs@cmcs.ca.sandia.gov).

### **DISCLAIMER OF WARRANTY AND LIMITATIONS OF LIABILITY**

THIS SITE AND ALL SERVICES PROVIDED BY CMCS ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY LAW CMCS, SNL AND DOE DISCLAIM ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THIS SERVICE.

CP UNDERSTANDS AND AGREES THAT THE DOWNLOAD OR UPLOAD OF ANY MATERIAL THROUGH THE CMCS SERVICE IS DONE AT CP'S OWN DISCRETION AND RISK AND THAT CP WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO CP COMPUTER SYSTEM OR ANY LOSS OF DATA THAT MAY RESULT. CP IS SOLELY RESPONSIBLE FOR CREATING BACK-UPS OF CP'S CONTENT. IN THE EVENT OF ANY LOSS OF CONTENT, CMCS SHALL HAVE NO LIABILITY.

TO THE FULLEST EXTENT ALLOWED BY LAW, CMCS, SNL AND DOE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES RESULTING FROM THE USE OR PROVISION OF THE CMCS SERVICE, EVEN IF CMCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

### **Legal Terms**

All legal issues arising from or related to the use of the CMCS Service shall be construed in accordance with the laws of the State of California without regard to conflicts of law principles. These Terms of Service constitute the entire agreement between CP and CMCS with respect to the use of the CMCS Service. CMCS' failure to enforce any right

or provision in these Terms of Service shall not constitute a waiver of such right or provision or of any other rights or provisions in these Terms of Service. If a court should find that one or more rights or provisions set forth in these Terms of Service are invalid, CP agrees that the remainder of the Terms of Service shall be enforceable and that the invalid provision shall be enforceable

#### ACCEPTANCE OF TERMS AND CP REPRESENTATION

By clicking “I AGREE” below, CP understands and agrees to the terms and conditions set forth above. CP asserts that CP has followed company/university policy before agreeing to this Content Provider AGREEMENT. In addition, CP represents and warrants that CP or affiliated company/university has all rights and licenses in Content that CP may contribute to CMCS necessary to satisfy the conditions of posting stated in this agreement.